

MATERIAL OBTAINED AT CIA HEADQUARTERS BY  
HOUSE SELECT COMMITTEE ON ASSASSINATIONS STAFF MEMBERS

SECRET

FILE TITLE/NUMBER/VOLUME: MURPHY, DAVID E. (Consultant File)

INCLUSIVE DATES: 5 Aug 1975 - 30 Sept 1977

CUSTODIAL UNIT/LOCATION: CI/Personal

ROOM: 5E13

DELETIONS, IF ANY:

DATE RECEIVED	DATE RETURNED	REVIEWED BY (PRINT NAME)	SIGNATURE OF REVIEWING OFFICIAL

NO DOCUMENTS MAY BE COPIED OR RECEIVED FROM THIS FILE

MURPHY, David E. Consultant TCM/DAVID

Office of Personnel  
P.O. Box 1925  
Washington, D.C. 20013

12 SEP

Mr. David E. Murphy  
1537 Forest Villa Lane  
McLean, Virginia 22101

Dear Mr. Murphy:

The Director has recently completed the annual review of the Agency's consultants to determine those consultant contracts which are to be renewed for FY 1978. He has advised me that your contract is among those which will not be renewed. Accordingly, your contract will be terminated upon its expiration date of 30 September 1977.

We are grateful to you for the contribution you have made to our work, and we wish to express our appreciation for your service as a consultant for the past two years.

Sincerely,

F. W. M. Janney  
Director of Personnel

Distribution:

Orig - Adse  
1 - D/Pers  
1 - AG/DCI  
1 - CPD Subj File  
1 - CPD Chrono

CP/CPD/[ ]:7841:pj  
9 Sep 77

✓ 8448

50 days

6.70

3,259.28

1/1 Aug

PR.77

10,944.60

30 Sept

1.77

1,371.12

25 JUN 1976

Mr. David E. Murphy  
1537 Forest Villa Lane  
McLean, Virginia 22101

Dear Mr. Murphy:

We have recently completed an annual review of our consultant requirements and would like to renew our relationship with you for the period 1 July 1976 through 30 September 1977. Enclosed is a contract in duplicate. Please sign and date both copies of the contract and return them to me at your earliest convenience. A stamped, self-addressed envelope is enclosed.

Should you have questions regarding the enclosed material, please write to me, [redacted]  
P. O. Box 488; Ben Franklin Station; Washington, D.C.  
20044.

We appreciate your cooperation and assistance and look forward to your continued association with us.

Sincerely,

/s/ [redacted]  
Director of Personnel

Enclosures: A/S

SECRET  
When Filled In

NOTIFICATION OF PERSONNEL ACTION

1. SERIAL NUMBER: [ ] 2. NAME (LAST-FIRST-MIDDLE): MURPHY DAVID E PREPARER: 10/08/77

3. NATURE OF PERSONNEL ACTION: CONTRACT EXPIRATION (0860000) 4. EFFECTIVE DATE: 05/30/77 5. CATEGORY OF EMPLOYMENT: CONSULTANT, INDEPENDENT (N) REEMPLOYEES - C ANNUITANT 7. FAN AND NSCA: 13-1000 8. CSC OR OTHER LEGAL AUTHORITY: [ ]

6. FUNDS: [ ] 7. V TO V: [ ] 8. V TO CF: [ ] 9. CF TO V: [ ] 10. CF TO CF: [ ] 9. ORGANIZATIONAL DESIGNATIONS: DCI DIRECTORATE NATIONAL INTELLIGENCE OFFICE 10. LOCATION OF OFFICIAL STATION: DISTRICT OF COLUMBIA, USA

11. POSITION TITLE: NATIONAL INTEL OFF 12. POSITION NUMBER: NILE 13. CAREER SERVICE DESIGNATION: US

14. CLASSIFICATION SCHEDULE (GS, FE, etc.): (11NRMN1) FE 15. OCCUPATIONAL SERIES: 0132.05 16. GRADE AND STEP: GR N 17. SALARY OR RATE: DDG: 106,960.1: 022177

18. REMARKS: STATUS INFORMATION: BIRTH DATE: 062321 SEX: M MARITAL ST: MAR NO. DEPENDENTS: 01 CITIZENSHIP: US/BIRTH LONGEVITY COMP: FED SERVICE COMP: TYPE RETIREMENT: NONE HOSPITALIZATION: N PLAN: FEGLI: INELIGIBLE PREV. GOVT SERV: D SAL. TASK LIMIT: 0155 PAY BASIS: D A/E IND: 0 S/L IND: 0

CONTRACT INFORMATION: EFF DATE: 081175 EXPIRATION DATE: 093077 DATE ORIG CONTRACT: 081175 ENTITLEMENTS/ELIGIBILITIES/ALLOWANCES: TAX STAFF: N FED CAMP: STATE CAMP: STATE TRAVEL: NBN UP EXPENSE: N HOUSING: N POSTERUAL: N HOME LEAVE: 0 DIFFERENTIAL: N EFFECT CLAUSES: N STD GOVT: N LEGISL PAY: N PRIORITY PAY: N ALLOWANCE COMPS: N EDUCATION: N STEP INCRS: N UTE TAX ENLS: N OTHER ALLOWNS: N SEPARATION: N

PRA CODE: SFR: 0031454 PRA NLS: NSCA: MOBE:

NOTE: ITEMS PRECEDED BY AN ASTERISK \* REFLECT CHANGED DATA

SIGNATURE OR OTHER AUTHENTICATION

In period 11 Aug. through 8 May 1970 - input received and  
was paid = \$ 8031.84

In period 1 July to 10 Aug 1970 - output received and  
was paid = \$ 3200.02

Total for 11/5/15 to 10/5/70 would be = \$ 11,231.84 or.

on cont. payment of \$ 3,143.84

Therefore.

go with proposal as submitted by George Seltman  
1 July 1977 as contract cont. rate - suggest that  
we stipulate conting amount as applying to K  
duration i.e. to Sept 1979. - in effect keeping contract  
in synchronization with K term.

Check would provide only for continuation from 1 July  
 to 30 Sept 1977 paying for services during this  
 period. Check ran a figure on a per day basis  
 (£15 p. day). This came to roughly 50 days at £4.4.84  
 which was to be extended beyond this date then  
 the annual ceiling would be reduced by the  
 above amount.

Check - discussed with George and his wife in agreement  
 His only request is that somewhere I be made clear that  
 the ceiling £15,570 will cover a 15 month period  
 that is to say the period 1 July to 30 Sept and if approved  
 a year beyond.

Col.

In Power etc

14-00000  
Mr. David E. Murphy

Dear Mr. Murphy:

Reference is made to your contract with the United States Government as represented by the Contracting Officer, effective 1 July 1976, as amended.

Effective 1 July 1977 paragraph one entitled "Fee" is amended for the purpose of establishing said date as the initial, annual, effective date of reference during your current and succeeding contractual terms for computing your total cumulative income within specific contractual ceiling limitations, as required by Agency policy and regulations pertaining to the rehires of annuitants. Specifically your total earnings initiating from 1 July 1977 continuing through the current terminal date of this agreement, ie 30 September 1977, and any extension of an additional year thereafter, cannot for such total period exceed the cumulative amount of \$15,570.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY   /  /     
Contracting Officer

ACCEPTED:

\_\_\_\_\_  
David E. Murphy

WITNESS:

\_\_\_\_\_  
APPROVED:



SENDER WILL CHECK CLASSIFICATION TOP AND BOTTOM			
<input checked="" type="checkbox"/> UNCLASSIFIED	<input type="checkbox"/> CONFIDENTIAL	<input type="checkbox"/> SECRET	
<b>OFFICIAL ROUTING SLIP</b>			
TO	NAME AND ADDRESS	DATE	INITIALS
1	DD/Pers/SP	2 JUN 1977	RG
2	DD/Pers	2 JUN 1977	MT
3	D/Pers	2 JUN 1977	J
4	C/CPD		
5			
6			
<input type="checkbox"/> ACTION	<input type="checkbox"/> DIRECT REPLY	<input type="checkbox"/> PREPARE REPLY	
<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISPATCH	<input type="checkbox"/> RECOMMENDATION	
<input type="checkbox"/> COMMENT	<input type="checkbox"/> FILE	<input type="checkbox"/> RETURN	
<input type="checkbox"/> CONCURRENCE	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> SIGNATURE	
<b>Remarks:</b>			
<p>Recommend D/Pers approval of the attached request from the AO/DCI to authorize compensation in the amount of \$15,570 in the consultant contract of Mr. David E. Murphy from 1 Jul 77 through 30 Sep 77. Because of the transition quarter in 1976, consultant contracts were written for the period 1 Jul 76 through 30 Sep 77, a fifteen month period. HR 20-13 in speaking of the 90% rule states that "total remuneration paid to an individual during a contract year may not exceed 90% of the current salary and grade...." Thus, we can consider a new contract year beginning 1 Jul 77. The \$15,570 meets the 90% rule.</p>			
FOLD HERE TO RETURN TO SENDER			
FROM: NAME ADDRESS AND PHONE NO			DATE
C/CPD/OP 5 E 65 1115 7841			1 Jun 77
<input type="checkbox"/> UNCLASSIFIED	<input checked="" type="checkbox"/> CONFIDENTIAL	<input type="checkbox"/> SECRET	

ADMINISTRATIVE - INTERNAL USE ONLY

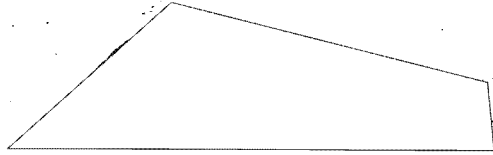
27 MAY 1977

MEMORANDUM FOR: Director of Personnel

SUBJECT : Consultant Contract - Mr. David E. Murphy

1. Mr. David E. Murphy, a retired Agency annuitant, is currently serving in the National Intelligence Office, under a consultant contract which covers the period 1 July 1976 through 31 September 1977. Due to the need for his services on a priority NIO project, he has already earned the maximum fee allowable under the terms of his contract (\$15,570) for the number of days worked since 1 July 1976. Mr. Murphy is aware of this salary limitation and has agreed to continue to serve without compensation as needed by NIO only through 30 June 1977, one year from the effective date of his contract.

2. Provided it is legally permissible, it is requested that Mr. Murphy's contract be amended to begin a new contract year, for pay purposes, effective 1 July 1977, in order that he may be compensated for services rendered from that date.



APPROVED:\*\*\*

Frank Vanney  
Director of Personnel

2 JUN 1977  
Date

\*\*\* With the proviso that if Mr. Murphy's consultant contract is extended beyond 30 September 1977, the compensation paid from 1 July 1977 through 30 September 1977 is deducted from the amount authorized in the contract effective 1 October 1977 in order to conform to the 90% rule of HR 20-13.

14-00000  
Mr. David E. Murphy

Dear Mr. Murphy:

Effective 27 February 1977 your consultant contract, effective 1 July 1976, is amended by deleting paragraph 3 in its entirety and substituting the following new paragraph 3:

3. Fee. In full consideration for your service as an intermittent consultant, you will be paid a fee calculated at the daily rate of \$168.96. Said fees shall not exceed a total of \$15,570 under this contract.

All other terms and conditions of the contract remain in full force and effect.

Witness the following signatures and seals.

CENTRAL INTELLIGENCE AGENCY

BY:   /BJ/    
Contracting Officer

  21 APR 77    
Date

BY:   /SD/    
David E. Murphy

  21 APR 77    
Date

                      
Social Security Number

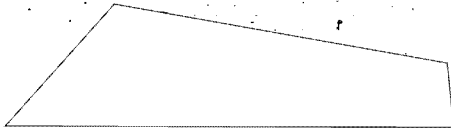
14-00000  
ADMINISTRATIVE-INTERNAL USE ONLY

17 1053

5 April 1977

MEMORANDUM FOR: Chief, Contract Personnel Division, OP  
FROM : Administrative Officer, DCI  
SUBJECT : Contract Amendment - Messrs.   
and David E. Murphy

It is requested that the contracts for Messrs.   
and Murphy be amended to increase the maximum fee allowable  
as authorized by the new General Schedule rates effective  
27 February 1977.

  
Administrative Officer/DCI

APPROVED:

*Ann Vandy*  
Director of Personnel

6 Apr 77  
Date

ADMINISTRATIVE-INTERNAL USE ONLY

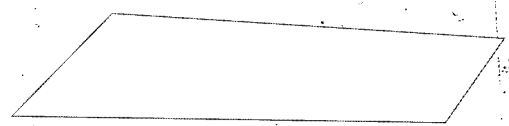
PERS 77-1771

ADMINISTRATIVE - INTERNAL USE ONLY.

28 March 1977

MEMORANDUM FOR: Chief, Contract Personnel Division, OP  
SUBJECT : Contract Amendment - Mr. David E. Murphy

It is requested that the contract for Mr. David E. Murphy be amended to increase the daily rate of compensation from \$138.48 to \$168.96. It is further requested that this amendment be effective retroactive to 27 February 1977.

  
Administrative Officer, DCI

APPROVED:

*Tom Vannoy*  
Director of Personnel

29 Mar 77  
Date

SECRET  
(When Filled In)

NOTIFICATION OF PERSONNEL ACTION					
1. SERIAL NUMBER		2. NAME (LAST-FIRST-MIDDLE)			
		MURPHY DAVID E			
3. NATURE OF PERSONNEL ACTION		4. EFFECTIVE DATE		5. CLASSIFY OF EMPLOYMENT	
CONTRACT EXTENSION		07/01/76		CONSULTANT INDEPEND (C)	
6. FUNDS		7. JAN AND NSCA		8. USE OF OTHER LEGAL AUTHORITY	
<input checked="" type="checkbox"/> X <input type="checkbox"/> V TO V <input type="checkbox"/> O TO V <input type="checkbox"/> V TO O <input type="checkbox"/> O TO O		213-1000			
9. ORGANIZATIONAL DESIGNATIONS			10. LOCATION OF OFFICIAL STATION		
DCI DIRECTORATE NATIONAL INTELLIGENCE OFFICE			DISTRICT OF COLUMBIA, USA		
11. POSITION TITLE			12. POSITION NUMBER	13. CAREER SERVICE DESIGNATION	
NATIONAL INTEL OFF			NISF	ON	
14. CLASSIFICATION SCHEDULE (GS, FS, etc.)		15. OCCUPATIONAL SERIES	16. GRADE AND STEP	17. SALARY OR RATE	
(UNCLASS)		0152-05	SR N	DLS: 100.40001: 081175	
18. REMARKS					
STATUS INFORMATION BIRTH DATE: 062521 SEX: M MARITAL ST: MAR ND: DEPENDENTS: 01 CITIZENSHIP: US/BIRTH LONGEVITY CLMP: FED SERVICE COMP: TYPE RETIREMENT: NONE HOSPITALIZATION: N PLAN: PRIOR: INELIGIBLE PREV. GOVT SERV: 5 SAC. TASK LIMIT: 0077 PAY BASIS: O A/L IND: 0 SFL IND: 0 CONTRACT INFORMATION EFF DATE: 081175 EXPIRATION DATE: 093077 DATE ORIG CONTRACT: 081175 ENTITLEMENTS/ELIGIBILITIES/ALLOWANCES TAX STAFF: N FED EXMP: STATE EXMP: STATE: TRAVEL: MIN CPS EXPENSE: N HOUSING: N POST-LOCAL: N HOME LEAVE: 0 DIFFERENTIAL: N DEFER CLAUSE: N STD GOVT: N LEAVE PAY: N PREMIUM PAY: N ALLOWANCE CODE: N EDUCATION: N STEP INCRS: N STD TAX RATE: N OTHER ALLOWNS: N SEPARATION: N PRA CODE: PRA RLE: NSCA: NCD:					
SFR: 0831454					
NOTE: ITEMS PRECEDED BY AN ASTERISK * REFLECT CHANGED DATA					
SIGNATURE OR OTHER AUTHENTICATION					

SECRET  
(When Filled In)

NOTIFICATION OF PERSONNEL ACTION

1. SERIAL NUMBER		2. NAME (LAST-FIRST-MIDDLE) MORPHY DAVID L	
3. NATURE OF PERSONNEL ACTION CONTRACT APPOINTMENT (COMPENSATION)		4. EFFECTIVE DATE NO DA YR 02 27 77	
5. CATEGORY OF EMPLOYMENT CONSULTANT INDEPEND (N) RECEIVE CLAS-D APPOINTMENT		6. FUNDS A Y TO Y CF TO Y	
7. ORGANIZATIONAL DESIGNATIONS DCI DIRECTORATE NATIONAL INTELLIGENCE OFFICE		8. LOCATION OF OFFICIAL STATION 215-1000 DISTRICT OF COLUMBIA, USA	
9. POSITION TITLE NATIONAL INTEL OFF		10. POSITION NUMBER NILE	
11. CLASSIFICATION SCHEDULE (GS, LE, etc.) GS-11		12. OCCUPATIONAL SERIES 0132005	
13. GRADE AND STEP SR K		14. CAREER SERVICE DESIGNATION DC61	
15. STATUS INFORMATION BIRTH DATE: 062521 SEX: M MARITAL ST: MAR CITIZENSHIP: US/BIRTH LONGEVITY COMP: FED SERVICE COMP: TYPE RETIREMENT: NONE HOSPITALIZATIONS: 0 YEARS: PROG: INELIGIBLE PREV. GOVT SERV: 0 SAL. TASA LIMIT: 70155 PAY BASIS: D A/E INCL: 0 S/L HOS: 0		16. CONTRACT INFORMATION OFF DATE: 061175 EXPIRATION DATE: 063077 DATE ORIG CONTRACT: 061175	
17. TAX STATUS: N TRAVEL: NEM HOML LEAVE: 0 REUSE PAY: N STEP INCRS: N		18. ENTITLEMENTS/ELIGIBILITIES/ALLOWANCES FED COMP: STATE EXPP: STATE: UPS CAPRS: N HOUSING: N POST-SEDDAL: N DIFFERENTIAL: N OFFSET CLAUSES: N STD SEVI: N PREMIUM PAY: N ALLOWANCE COMB: N EDUCATION: N GHI TAX ENL: N OTHER ALLOWNS: N SEPARATION: N	
19. PRA CODE: 0051424 PRA NLE:		20. NSCA: 7005	
NOTE: ITEMS PRECEDED BY AN ASTERISK * REFLECT CHANGED DATA			
SIGNATURE OR OTHER AUTHENTICATION			

SECRET  
(When Filled In)

NOTIFICATION OF PERSONNEL ACTION

1. SERIAL NUMBER: [ ] 2. NAME (LAST-FIRST-MIDDLE): [ ]

3. NATURE OF PERSONNEL ACTION: INITIAL ENTRY 4. PREVIOUS DUTY: [ ] 5. CATEGORY OF EMPLOYMENT: CIVILIAN AND INDEPENDENT

6. FUNDS: A: [ ] B: [ ] C: [ ] D: [ ] E: [ ] F: [ ] G: [ ] H: [ ] I: [ ] J: [ ] K: [ ] L: [ ] M: [ ] N: [ ] O: [ ] P: [ ] Q: [ ] R: [ ] S: [ ] T: [ ] U: [ ] V: [ ] W: [ ] X: [ ] Y: [ ] Z: [ ]

8. ORGANIZATIONAL DESIGNATIONS: OOI DIRECTORATE NATIONAL INTELLIGENCE OFFICE 10. LOCATION OF DUTY STATION: DISTRICT OF COLUMBIA, USA

11. POSITION TITLE: NATIONAL INTEL OFF 12. POSITION NUMBER: [ ] 13. CAREER SERVICE DESIGNATION: [ ]

14. CLASSIFICATION SCHEDULE (GS OR PCS): [ ] 15. OCCUPATIONAL SERIES: 0132-05 16. GRADE AND STEP: [ ] 17. SALARY OR RATE: [ ]

18. REMARKS: STATUS INFORMATION: BIRTH DATE: 062821 SEX: M MARITAL ST: MAR NO. DEPENDENTS: 01 CITIZENSHIP: US/BIRTH LONGEVITY COMP: [ ] FED SERVICE COMP: [ ] TYPE RETIREMENT: NONE POSTHUMOUS BENEFIT: [ ] FEGLI: INELIGIBLE PREV. GOVT SERV: [ ] SACR. TAXA LIMIT: 00% PAY BASIS: G AZL IND: 0

CONTRACT INFORMATION: EFF DATE: 051175 EXPIRATION DATE: 060076 DATE ORIG CONTRACT: 061175

ENTITLEMENTS/ELIGIBILITY/ALLOWANCES: TAX STAFF: N FED CAMP: [ ] STATE CAMP: [ ] TRAVEL: NRS UPS EXPNS: N HOUSING: N PROFESSIONAL: N HOME LEAVE: 0 DIFFERENTIAL: N LIFE-SAV. PLAN: N SEC SERV: N LEGISL. PAY: N PREMIUM PAY: N ALLIANCE COMP: N EDUCATION: N STEP INCRS: N OTR TAX ENTL: N OTHER ALLOWAN: N SEPARATION: N

PRA CODE: [ ] PRA ACR: [ ] NSCA: [ ] MOLE: [ ] SFR: 0031454

SIGNATURE OR OTHER AUTHENTICATION



14-00000  
Mr. David E. Murphy

Dear Mr. Murphy:

The United States Government, as represented by the Central Intelligence Agency, hereby contracts with you as an intermittent consultant and you, by your signature below, hereby contract with the United States Government, according to the following terms and conditions.

1. Status. Your legal status under this agreement is that of an independent contractor. Nothing contained herein shall be construed as implying the creation of an employer-employer relationship.
2. Service. In consideration of the fee set-out in the next paragraph, you agree to make yourself available to the contracting office and provide consultation as requested in a place and time as mutually agreed.
3. Fee. In full consideration for your service as an intermittent consultant, you will be paid a fee calculated at the daily rate of \$138.48. Said fees shall not exceed a total of \$8,088 under this contract.
4. Taxes and Withholdings. The Agency will make no deductions or withholdings for income tax or social security from the fees paid you. Rather, an IRS Form 1099 will be issued to you on a calendar year basis or upon the termination of this contract. You acknowledge that it is your responsibility to satisfy both your Federal and self-employment tax liabilities.
5. Expenses. You will be provided funds for travel and such other expenditures as are in consonance with the service you are to provide when authorized by the contracting office, such authorizations not to exceed those provided to employees under Agency regulations. Accountings for such funds will be rendered in conformance with Agency regulations.

5. Secrecy. By virtue of this contract, you will become privy to employees, associates, plans, programs, methods and other information of the Central Intelligence Agency, in particular, and the U. S. Intelligence Community, in general. As a specific condition of this contract, you agree to keep forever secret, all classified information so obtained, to refrain from presenting a paper, writing for publication, making a speech through any media or forum, or other public statement, factual or fictional, on a subject related to classified programs and functions of the Agency or the Intelligence Community, without the prior authorization of the Director.

7. Term. This contract is effective as of 1 July 1976 and shall continue thereafter through 30 September 1977 unless sooner terminated by mutual consent of the parties hereto or by seven (7) days' written notice from one party to the other.

Witness the following signatures and seals.

CENTRAL INTELLIGENCE AGENCY

BY:

[Redacted Signature]

Contracting Officer

Date

13 Jul 76

BY:

David E. Murphy  
David E. Murphy

Date

PXG 400

Mr. David E. Murphy

Dear Mr. Murphy:

Effective 15 April 1976 your current consultant agreement is amended by substituting the following paragraph for (3).

"3. Fee. In full consideration for your service as an intermittent consultant, you will be paid a fee calculated at the daily rate of \$138.48. Said fees shall not exceed a total of \$8,088 under this contract."

All other provisions of the agreement remain in full force and effect.

[Redacted Signature]

Director of Personnel

SENDER WILL CHECK CLASSIFICATION TOP AND BOTTOM			
UNCLASSIFIED	CONFIDENTIAL SECRET		
<b>OFFICIAL ROUTING SLIP</b>			
TO	NAME AND ADDRESS	DATE	INITIALS
1	DD/Pers-SP	17 MAY 1976	<i>RM</i>
2			
3	DD/Pers	17 MAY 1976	<i>RM</i>
4			
5	D/Pers	17 MAY 1976	<i>J</i>
6	Chief, CPD		
ACTION	DIRECT REPLY	PREPARE REPLY	
APPROVAL	DISPATCH	RECOMMENDATION	
COMMENT	FILE	RETURN	
CONCURRENCE	INFORMATION	SIGNATURE	
<b>Remarks:</b>			
<p>Recommend D/Pers approval of the attached request from the AO/DCI to increase the per annum ceiling limitation of the consultant contract for Mr. David E. Murphy from \$7,797 to \$8,088. This \$291 increase will exactly meet the 90% rule.</p>			
FOLD HERE TO RETURN TO SENDER			
FROM: NAME, ADDRESS AND PHONE NO.			DATE
Chief, Contract Personnel Division <i>CMJ</i>			7 MAY 1976
UNCLASSIFIED	CONFIDENTIAL	SECRET	

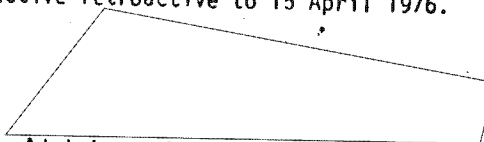
ADMINISTRATIVE-INTERNAL USE ONLY

76-1337

13 May 1976

MEMORANDUM FOR: Chief, Contract Personnel Division, OP  
SUBJECT : Contract Amendment - David E. Murphy

It is requested that the consultant contract for Mr. David E. Murphy be amended to provide for an increase in the total authorized fee from \$7,797 to \$8,088. It is further requested that this amendment be effective retroactive to 15 April 1976.



Administrative Officer, DCI

APPROVED: Tom Vanney  
Director of Personnel

17 May '76  
Date

ADMINISTRATIVE-INTERNAL USE ONLY

Mr. David E. Murphy

Dear Mr. Murphy:

The United States Government, as represented by the Central Intelligence Agency, hereby contracts with you as an intermittent consultant and you, by your signature below, hereby contract with the United States Government, according to the following terms and conditions.

1. Status. Your legal status under this agreement is that of an independent contractor. Nothing contained herein shall be construed as implying the creation of an employee-employer relationship.

2. Service. In consideration of the fee set-out in the next paragraph, you agree to make yourself available to the contracting office and provide consultation as requested in a place and time as mutually agreed.

3. Fee. In full consideration for your service as an intermittent consultant, you will be paid a fee calculated at the daily rate of \$138.48. Said fees shall not exceed a total of \$7,797 under this contract.

4. Taxes and Withholdings. The Agency will make no deductions or withholdings for income tax or social security from the fees paid you. Rather, an IRS Form 1099 will be issued to you on a calendar year basis or upon the termination of this contract. You acknowledge that it is your responsibility to satisfy both your Federal and self-employment tax liabilities.

5. Expenses. You will be provided funds for travel and such other expenditures as are in consonance with the service you are to provide when authorized by the contracting office, such authorizations not to exceed those provided to employees under Agency regulations. Accountings for such funds will be rendered in conformance with Agency regulations.

6. Secrecy. By virtue of this contract, you will become privy to employees, associates, plans, programs, methods and other information of the Central Intelligence Agency, in particular, and the U.S. Intelligence Community, in general. As a specific condition of this contract, you agree to keep forever secret, all classified information so obtained, to refrain from presenting a paper, writing for publication, making a speech through any media or forum, or other public statement on the subject of intelligence, factual or fictional, on a subject related to programs and functions of the Agency or the Intelligence Community, without the prior written authorization of the Director.

7. Term. This contract is effective as of 11 August 1975 and shall continue thereafter through 30 June 1976 unless sooner terminated by mutual consent of the parties hereto or by seven (7) days' written notice from one party to the other. This contract may be extended by a simple, mutually attested letter amendment hereto for periods of not more than one year or for any fractional increment thereof.

Witness the following signatures and seals.

CENTRAL INTELLIGENCE AGENCY

BY:

[Redacted Signature]

13 Aug 75  
Date

BY:

David E. Murphy  
David E. Murphy

11 August 1975  
Date

[Redacted Social Security Number]

Social Security Number

SECRET

(When Filled In)

JUSTIFICATION FOR CONSULTANT  
(F.Y. )

1. NAME OF CONSULTANT (Last-First-Middle) ~~XXXXXXXXXX~~ 1 July 1976 - 30 September 1977

3. OFF: **Murphy, David E.** 4. DIVISION: 5. RATE: **\$136.48 per day**

6. NUMBER OF DAYS USED DURING CURRENT F.Y. (INCLUDING PROJECTION THROUGH 30 JUNE) **53** 7. NUMBER OF DAYS ANTICIPATED USE DURING NEXT FISCAL YEAR **N/A**

8. DUTIES TO BE PERFORMED DURING NEXT FISCAL YEAR AND JUSTIFICATION FOR RETENTION: **60**

**Consultant on subjects of National Intelligence interest.**

I CERTIFY THAT THE SERVICES REQUESTED ARE ESSENTIAL TO THE OPERATIONS OF THIS OFFICE.

9. THIS DATE 10. TYPED NAME AND SIGNATURE OF RESPONSIBLE OFFICIAL

11. **15 April 1976** 12. **George A. Carter, Jr., S/ACI/STC**



ADMINISTRATIVE -- INTERNAL USE ONLY

66-15-2727

7/29/75

75-1737

Executive Registry  
75-7267

21 July 1975

MEMORANDUM FOR: Director of Central Intelligence

THROUGH : Director of Personnel  
General Counsel

FROM : Administrative Officer, DCI

SUBJECT : Consultant Status for Mr. David E. Murphy

1. Action Requested: This memorandum requests your approval for the use of Mr. David Murphy, as a consultant at the rate of \$138.48 per day (GS-15, step 10). Mr. Murphy retired from the Agency (CIARDS) on 18 July 1975 as a GS-18, step 1.

2. Basic Data: Mr. Murphy will serve as a consultant to the National Intelligence Officer for Special Activities providing counsel and advice across a wide range of subjects pertaining to the Soviet Union. Because of his broad background in Soviet intelligence matters, he is uniquely qualified to furnish assistance in Community collection programs stimulated by the NIO/SA, and designed to focus the Community's efforts against key questions posed by the Soviet target.

3. Recommendation: Your approval to engage Mr. Murphy as an Agency consultant is requested.

Administrative Officer, DCI

Attachments:

- (a) Certification of Ethical Conduct
- (b) Statement of Employment & Financial Interests
- (c) Certification of Using Official

ADMINISTRATIVE -- INTERNAL USE ONLY

SUBJECT: Consultant Status for Mr. David E. Murphy

Comments:

(a) On the basis of the information supplied above, this request appears to meet the policy requirements of HR 20-52, Consultants.

	28 JUL 1975
A Director of Personnel	Date

(b) Subject is cleared for Conflict of Interest.

	31 July 1975
<i>for</i> General Counsel	Date

Director of Central Intelligence

APPROVED : *US Kelly*

DISAPPROVED: \_\_\_\_\_

CERTIFICATION OF USING OFFICIAL

I am seeking to acquire the services of the individual named herein as a consultant to me in connection with CIA work for which I have a responsibility. I hereby certify that I have read his Statement of Employment and Financial Interests (SEFI) and that I do not intend to utilize him in any work which, directly or indirectly, involves any company, institution, or entity listed on his SEFI except as noted below. (List below organizations involved. IF NONE, SO STATE.) If subsequent to this certification, this consultant will be required to perform any CIA work which involves any of the organizations listed on his SEFI not noted below, I will forward to the Office of General Counsel a revised certification. I further certify that I have read and understand 18 U.S.C. 208 (P.L. 87-849, § 208)

NAME OF CONSULTANT

Murphy, David E.

ORGANIZATIONS INVOLVED

None

DATE

17 July 75

USING OFFICIAL

[Redacted]

COMPONENT

D/NO

APPROVAL

DATE

31 July 1975

OFFICE OF GENERAL COUNSEL

[Redacted]

STATEMENT OF FINANCIAL INTEREST

FOR

DAVID E. MURPHY

14-00000

I certify that I have read and understand Section III  
of Executive Order 11222 relating to "Standards of Ethical  
Conduct for Special Government Employees."

David E. Murphy  
Signature

July 17, 1975  
Date

ADMINISTRATIVE - INTERNAL USE ONLY

66C 18 - 2127  
7/29/75  
75-1737

Executive Registry
75-1737

21 July 1975

MEMORANDUM FOR: Director of Central Intelligence

THROUGH : Director of Personnel  
General Counsel

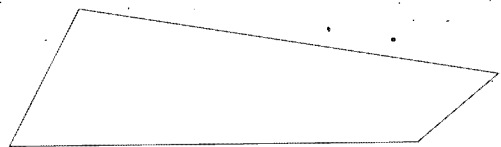
FROM : Administrative Officer, DCI

SUBJECT : Consultant Status for Mr. David E. Murphy

1. Action Requested: This memorandum requests your approval for the use of Mr. David Murphy, as a consultant at the rate of \$138.48 per day (GS-15, step 10). Mr. Murphy retired from the Agency (CIARDS) on 18 July 1975 as a GS-18, step 1.

2. Basic Data: Mr. Murphy will serve as a consultant to the National Intelligence Officer for Special Activities providing counsel and advice across a wide range of subjects pertaining to the Soviet Union. Because of his broad background in Soviet intelligence matters, he is uniquely qualified to furnish assistance in Community collection programs stimulated by the NIO/SA, and designed to focus the Community's efforts against key questions posed by the Soviet target.

3. Recommendation: Your approval to engage Mr. Murphy as an Agency consultant is requested.

  
Administrative Officer, DCI

- Attachments:
- (a) Certification of Ethical Conduct
  - (b) Statement of Employment & Financial Interests
  - (c) Certification of Using Official

ADMINISTRATIVE - INTERNAL USE ONLY

SUBJECT: Consultant Status for Mr. David E. Murphy

Comments:

(a) On the basis of the information supplied above, this request appears to meet the policy requirements of HR 20-52, Consultants.

*js/ E. DeLoice*  
\_\_\_\_\_  
Director of Personnel

28 JUL 1975

\_\_\_\_\_  
Date

(b) Subject is cleared for Conflict of Interest.

*js/*  
*for* \_\_\_\_\_  
General Counsel

31 JUL 1975

\_\_\_\_\_  
Date

Director of Central Intelligence

APPROVED :

*W. E. Collins* 1 AUG 1975

DISAPPROVED: \_\_\_\_\_

PRIVILEGED INFORMATION  
NOT TO BE RELEASED

SECURITY APPROVAL

DATE : 6 August 1975  
YOUR  
REFERENCE: 98119:DCI/AO (NIO)  
CASE NO. : 31454

TO : Director of Personnel

ATTN :  OPCHD, SE67 Hq.

SUBJECT : MURPHY, David E.

1. This is to inform you that Subject has been approved for the appointment specified in your request under the provisions of Headquarters Regulations 10-3 and 20-5 including access to classified information through TOP SECRET as required in the performance of duties.
2. Unless arrangements are made for entrance on duty within 90 days, this approval becomes invalid.
3. As part of the entrance on duty processing:

- A personal interview in the Office of Security must be arranged.
- A personal interview is not necessary.

4. Consultant.

FOR THE DIRECTOR OF SECURITY:

FOR Chief, Clearance Division, OS

FORM 1173

EXEMPT FROM  
FREEDOM OF INFORMATION ACT (b)



CLASSIFICATION			
<b>REQUEST FOR SECURITY CLEARANCE</b>			REQUEST NO. (1-8)
			REQUEST DATE (6-11)
NAME (Last-First-Middle) C. CARROLL CARROLL		(12-24)	YEAR OF BIRTH (20-32)
POSITION TITLE Contractor			RECRUIT. REGN. NO. (21-33)
LOCATION (City, State, Country)		ASSIGNMENT (Office, Division, Branch)	
			SUB-CATEGORY CODE (30)
TYPE OF APPLICANT	REGULAR STAFF CONTRACT TYPE #	CONSULTANT MILITARY	SUMMER ONLY RE-EMPLOY. MIL.
		IF OTHER, SPECIFY	
TYPE OF ASSIGNMENT AND FUNDS		HQS	USF
		FP	Y
		CP	GRADE (43-49)
ATTACHMENTS	PHS	APPENDIX I	PHOTDIS.
		REPORT OF INTERVIEW	REQUEST FOR WAIVER
VETERANS STATUS	MALE-VETERAN	MALE-NON-VETERAN	TYPE OF APPLICANT (40)
		FEMALE-VETERAN	FEMALE-NON-VETERAN
INVITEE CLEARANCE REQUESTED		<input type="checkbox"/> YES	<input type="checkbox"/> NO
CLEARANCE REQUIRED	PROVISIONAL POP	<input type="checkbox"/> IAS	<input type="checkbox"/> OTHER (Specify)
		FULL	
NAME OF REQUESTER		HEADQUARTERS (50)	
REMARKS:		RECRUITER'S CODE (52-54)	
Approved by [Signature] August 1971		ZET PREF. B SEX (55)	
A copy of this clearance is enclosed in [Signature] 1971		SN. MIL. SERVICE (56)	
Online wishes to use [Signature] [Signature] as a [Signature]		LAST DIGIT ORGN. CODE (57)	
Please return this clearance to [Signature] [Signature] [Signature]		REGN. NO. (72-74)	
		RECRUIT. SOURCE (75-79)	
SPACE BELOW TO BE COMPLETED BY OS ONLY			
<b>APPROVAL GRANTED</b>			
<input type="checkbox"/> PROVISIONAL <input type="checkbox"/> INVITEE			
THIS IS NOT A CLEARANCE FOR ACCESS TO CLASSIFIED INFORMATION, MATERIAL, OR SECURE AREAS. A BUILDING BADGE OR AGENCY CREDENTIAL IS <u>NOT</u> TO BE ISSUED AT THIS TIME.			
FOR THE DIRECTOR OF SECURITY			
DATE		CHIEF, PERSONNEL SECURITY DIVISION	
FORM 377a			